usage or authorized by his principal. *Holcomb* v. *Cable Co.*, 119 Ga. 466. Though he may do so within the customary limits of his line of business. *Blaess* v. *Nichols, supra.* The principal case comes close to infringing on many of the doctrines here laid down, and is at swords' points with other decisions in the salesman field. Traveling men almost universally sell on commission and it is to their interest to enhance their sales as much as possible. In *Lindow* v. *Cohn*, 5 Cal. App. 388, a drummer agreed to take as part payment, previously sold goods, which had not come up to warranty. His principal shipped the goods, in ignorance of the agreement, and was allowed to recover the whole purchase price. In *Friedman & Sons* v. *Kelly*, 126 Mo. App. 279, the traveler agreed that his firm would take back all goods unsold at the end of the season. His principal was not bound by the agreement. In *Ide* v. *Brody*, 156 Ill. App. 479, the drummer was willing, in order to make a sale, that his firm allow a return of any goods not satisfactory which should in the future be sold to this vendee. The principal was allowed to repudiate the agreement. The majority opinion in the principal case goes on the grounds that the subsequent shipment by the principal is an acceptance of all the terms as made by the agent, since it was the latter's duty to notify his principal of those terms and such knowledge will be imputed. This seems to beg the entire question of the agent's authority, since knowledge of an agent's acts can be imputed to the principal only when the agent is acting within the scope of his authority, and not when he knows that he is overstepping the bounds of his powers. See *Clement* v. *Young-McShea Amusement Co.*, 70 N. J. Eq. 677. The doctrine of the principal case appears to go further than is necessary for the protection of purchasers from drummers, and to put in the hands of traveling salesmen more power than is desirable.

WAR—MILITARY AUTHORITIES—JURISDICTION TO TRY OFFENSE.—A soldier, after declaration that a state of war existed between the United States and Germany, killed a policeman of a Kentucky city. He was turned over to the civil authorities. His captain and major consented on the same day that the civil authorities should proceed with the case. A writ of *habeas corpus* was sued out for his surrender to the military authorities, the commanding officer of the brigade asserting prior jurisdiction in the courts-martial. *Held*, that the military authorities had superior jurisdiction of the offense and that the hasty consent of the soldier's captain and major was not a waiver of jurisdiction as against the commanding officer of his brigade. *Ex parte King*, (1917), 246 Fed. 868.

This case is the first decision handed down on the prior jurisdiction of the military courts over a soldier committing a homicide during time of war, although there are some *dicta* to the same effect in the cases bearing on the question. The present decision comes under the War Act, Aug. 29, 1916, U. S. Compiled Stat. 1916, Sec. 2308-a which takes place of Section 1342 U. S. Rev. Stat. Previously, under Sec. 1342 a soldier of the United States could be court-martialed in time of peace for offenses committed by him in

violation of the criminal laws of a state or of the United States. He could be tried by a general court-martial for a capital crime as a disorder or neglect prejudicial to good order and military discipline, even though he had been acquitted for murder by the civil authorities. *In re Stubbs,* 133 Fed. 1012. And a trial and acquital by a court-martial is not a bar to a prosecution by the proper civil authorities. *U. S.* v. *Clark,* 31 Fed. 710, *In re Fair,* 100 Fed. 149. It will be noted this is not unconstitutional as the prisoner is prosecuted in each case for a different offense. But an acquital by a court-martial is a bar to subsequent prosecution in a civil court for the same acts constituting the *same* crime. The jurisdiction of the military courts is thus seen to be concurrent with the civil courts. *Grafton* v. *U. S.,* 206 U. S. 333, 11 Ann. Cas. 640; *Franklin* v. *U. S.,* 216 U. S. 559. In *Coleman* v. *Tennessee,* 97 U. S. 509, it was said that where an offense covered by this article was committed in time of war in enemy country, the military authorities have exclusive jurisdiction of the offense. "This position was based on principles of international law and not on an interpretation of the statute." *Ex Parte King* (*supra*). It was in that case Field, J., recognized the superior jurisdiction of the military authorities in a case like the present. Whatever may have been the law under the old articles, under the new ones the military authorities have the preference in the exercise of jurisdiction. The court intimates that the jurisdiction may even be exclusive. Most of the cases cited above were discussed by the court.

WILLS—ESTATE DEVISED—RULE IN SHELLEY'S CASE.—A will devised testators' land to their son-in-law and daughter, adding that after the daughter's death it was to be divided equally between said son-in-law and the heirs of the daughter's body. The daughter, who subsequently outlived her husband, had joined with him in a conveyance to the defendant. She is now dead and the plaintiff is her only heir-at-law. *Held,* that the rule in *Shelley's Case* applies in spite of previous North Carolina decisions rejecting its application where the limitation to the heirs is qualified by the words "equally to be divided," and the like, because here the qualifying words serve merely to separate the husband's estate from that of the heirs of the wife; that the statute enlarges a fee-tail into a fee simple and the defendant takes an indefeasible title under the conveyance. (Clark, C. J. and Brown, J. dissenting). *White* v. *Goodin,* (N. C., 1917), 94 S. E. 454.

It is noteworthy that the whole court unites in the belief that such words of division may remove the devise from the application of the rule, though they acknowledge that this position is exactly contrary to the holdings of the English courts, see *Jesson* v. *Wright,* 2 Bligh 1, wherein the device was worded in exactly the same language as here. Apparently they do not realize that it is also contrary to an acknowledgment of the validity of the rule, which we are told is not one of construction but of legal policy, *Perrin* v. *Blake,* 4 Burr. 2579. American courts however have not always felt constrained to follow the English decisions, particularly where a devise is in question, but have rather hesitated to defeat the testator's intent though he